

County of Greenwood



Registration and Use Agreement Regarding Existing Encroachments within Lake Greenwood

Return to: Lake Greenwood Registrations
528 Monument Street (Room B-03)
Greenwood SC 29646

Last Revised October 19, 2006

County Tax Map Number of Lake Property: _____

Address of Lake Property: _____

Subdivision (if applicable) _____ Lot No _____

Name(s) of Owners(s) : _____

Mailing Address: _____

City _____ State _____ Zip _____

Daytime Phone _____ Evening Phone _____

Email: _____

☐ Pier(s).

Describe: _____

☐ Boat lift(s).

Describe: _____

☐ Roof(s) or Cover(s) over any structure.

Describe: _____

☐ Boat Ramp(s).

Describe: _____

☐ Erosion Control such as retaining wall or rip rap.

Describe: _____

☐ Irrigation system withdrawing water from lake..

Encroachments which are prohibited.

[] Areas within the Project Boundary of Lake Greenwood that have been filled.

Describe: _____

[] Enclosed structures of any type, side walls or enclosed handrails.

Describe: _____

[] Plumbing facilities including sinks, toilets and showers.

Describe: _____

[] Second level decks.

Describe: _____

[] Boat House(s).

Describe: _____

I request that Greenwood County give permission for my encroachments to remain, or alternatively, to inform me which encroachments must be modified or removed in order to be in compliance with the applicable rules and regulations. In order to induce Greenwood County to grant me the permissions requested herein,

1. I certify, under penalty of perjury, that:

- a. The above information accurately describes all encroachments which extend from my property into the Federal Project of Lake Greenwood.
- b. All plumbing facilities on my property feed into a sewage disposal system which is adequate to prevent sewage effluent from discharging into the waters of the Federal Project Boundary of Lake Greenwood.

2. I have been informed that:

- a. Greenwood County purchased the parcels of property, which make up the lake bed, from various property owners in 1936.
- b. As a result of those purchases, Greenwood County is the sole owner of the entire lake bed, including those parts which are located in Laurens and Newberry Counties.
- c. In most cases, the normal high water level does not usually reach the top of the lake bed. As a result, there is usually a strip of dry land between the water and my property. This strip is part of the lake bed owned by Greenwood County.

- d. The privilege of entering the Federal Project Boundary of Lake Greenwood from my property and the privilege of constructing and using encroachments (such as a dock or boat ramp) within the lake is strictly by permission of Greenwood County, and Greenwood County may withdraw permissions at any time.
 - e. Violating the rules and regulations governing activities within the Federal Project Boundary of Lake Greenwood carries civil and/or criminal penalties.
3. I acknowledge that:
- a. Greenwood County is merely granting me temporary licenses to perform specified activities within the Federal Project Boundary of Lake Greenwood and is not granting me any vested rights.
 - b. The granting of any permissions by Greenwood County are not intended to and shall not be construed to grant or restore to me, or to anyone claiming through me, any rights which my predecessors in title conveyed to or released to Greenwood County, or which were subsequently acquired by Greenwood County, by whatever means.
 - c. The granting of any permissions by Greenwood County does not necessarily mean that I have obtained all permissions that are necessary. In certain circumstances, permission from SC DHEC, FERC or other entities may also be required.
 - d. Water levels of the lake will fluctuate from time to time as a result of flooding or droughts and also during certain times of the year as directed by governing regulations.
4. I agree to:
- a. Conduct myself in accordance with the rules and regulations adopted by the Greenwood County Council, as well as other governing authorities, as the same may be amended from time to time, so long as the rules and regulations are lawfully and constitutionally adopted and enforced.
 - b. Maintain all encroachments extending from my property, into the Federal Project Boundary of Lake Greenwood, in a good state of repair and in constant compliance with the rules and regulations.
 - c. Keep myself informed of any changes to the rules and regulations concerning the use of Lake Greenwood.

- d. Indemnify Greenwood County and hold Greenwood County harmless:
- i. From any liability to persons or property as a result of the presence of any encroachment extending from my property into the Federal Project Boundary of Lake Greenwood.
 - ii. From any liability for damage to any objects (such as boats) which I or my guests may leave in the Federal Project Boundary of Lake Greenwood, as a result of fluctuations in water levels or otherwise.

5. I have been informed that this agreement expires sixty (60) days after my interest in my lake property is transferred to another person by conveyance or by operation of law and that any person or entity acquiring my interest must thereafter enter into a new use agreement with Greenwood County.

Sign: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Print: _____

Print: _____

NOTE: All owners must sign or else this use agreement is not valid. Also, the names printed above must be exactly the same as the names on the deed.

Signed, sealed and Delivered
in the presence of:

Witness #1

Witness #2

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was sworn to and acknowledged before me by the above owners on _____, 20____.

Notary Public for _____
My commission expires _____

(Note: A notary from any state is acceptable)
(A seal is not required for a SC notary)